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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ATLP, a minor, by and through his Guardian Ad Litem Tayloria Taylor; and AJB, a minor, by and through his Guardian Ad Litem Tayloria Taylor, and Tayloria Taylor as Co-Special Administrator of the Estate of Brandon Lavon Patton, Deceased,

Case No. 2:21-cv-02072-JCM-EJY

STIPULATION FOR ENTRY OF PROTECTIVE ORDER

Plaintiffs.

V.

CoreCivic, Inc., formerly Corrections Corporation of America, a foreign corporation d/b/a Nevada Southern Detention Center; Doe CoreCivic Employees I through XX; Does I through X; and Roe Entities I through X, inclusive.

Defendants.

Plaintiffs ATLP, a minor, by and through his Guardian Ad Litem Tayloria Taylor; and AJB, a minor, by and through his Guardian Ad Litem Tayloria Taylor; and Tayloria Taylor as Co-Special Administrator of the Estate of Brandon Lavon Patton, Deceased (“Plaintiffs”), and Defendant CoreCivic, Inc. (collectively, the “Parties” and singularly, “Party”), through

1 their respective counsel, stipulate and agree that the following specifications shall govern the
2 dissemination of documents and information exchanged between the Parties in this matter,
3 and jointly request that the Court enter the following Protective Order.

4 1. For purposes of this Stipulation and Order, "discovery" means all information,
5 documents, and things subject to discovery and that may be used as evidence in this action,
6 whether produced by any Party or third party, including but not limited to, documents and
7 information produced and/or disclosed pursuant to Rule 26, testimony adduced at depositions
8 pursuant to Rule 30 or 31, answers to interrogatories pursuant to Rule 33, documents produced
9 pursuant to Rule 34, and answers to requests for admissions pursuant to Rule 36. The term
10 "documents" includes, but is not limited to, correspondence, memoranda, interoffice and/or
11 intra-government communications, letters, statements, contracts, invoices, drafts, charts,
12 work sheets, logs, transcripts, summaries, notes, abstracts, motions, drawings, diagrams,
13 maps, specifications, sketches, drawings, data, reports, work assignments, instructions, and
14 other writings.

15 2. For purposes of this Stipulation and Order, "CONFIDENTIAL
16 INFORMATION" means any document, information, or tangible thing, electronic recording
17 or transcript of oral testimony, whether or not made under oath, or any portion of such a
18 document, thing, recording, or transcript, designated by any Party as "CONFIDENTIAL"
19 because it contains: (a) proprietary information (i.e., trade secret or other confidential
20 research, development, or commercial information as those terms are used in Federal Rule of
21 Civil Procedure 26); (b) security-sensitive information related to the operation of any
22 CoreCivic facility (i.e., information that if released to the public or inmate/detainee population
23 may compromise the safety and security of a secure correctional or detention facility); (c)
24 confidential personal information related to Plaintiffs, or current or former employees of
25 CoreCivic, the disclosure of which might invade such persons' privacy; (d) confidential
26 information relating to or identifying current or former inmates or detainees (other than the
27 Decedent Brandon Patton), the disclosure of which might invade those persons' privacy; or
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1 (e) information reasonably believed to be protected from disclosure pursuant to state or federal
2 law. CONFIDENTIAL INFORMATION is specifically intended to include, but is not limited
3 to: (1) CoreCivic's policies and procedures, unless they are already public records; (2)
4 CoreCivic's training materials, information, and documents, unless they are already public
5 records; (3) CoreCivic's Post Orders, unless they are already public records; (4) CoreCivic's
6 investigative materials, to the extent, if any, they apply to Plaintiffs' claims, unless they are
7 already public records, including, but not limited to, inmate/detainee institutional files and/or
8 documents, disciplinary-related documents, criminal history-related documents, security
9 threat group or gang intelligence-related documents, and presentence investigations; (5)
10 facility diagrams/photographs/security video, including information related to placement of
11 security cameras, unless they are already public records; (6) documents containing financial,
12 pricing, or contractual information, unless they are already public records; and (7) any records
13 of CoreCivic's government partners already contained in CoreCivic's records, unless they are
14 already public records. By way of example, and not limitation, CONFIDENTIAL
15 INFORMATION may be included in documents, simulations, animations, portions of
16 documents, computer programs and software, magnetic or digital discs, electronically
17 recorded tapes of any sort, transcripts, summaries, notes, abstracts, motions, drawings, and
18 any instrument that comprises, embodies, or summarizes matter that any Party considers
19 confidential. Nothing in this Stipulation and Order or the acceptance of documents under this
20 Stipulation and Order waives any Party's rights to object to the classification of any
21 information as CONFIDENTIAL and to submit the issue to the Court for resolution. Nor
22 does anything in this Order require a Party to produce such CONFIDENTIAL
23 INFORMATION.

24 3. It is contemplated that the Parties may produce documents and/or information
25 and that, at the time of production, the producing party will designate the documents that they
26 deem to contain CONFIDENTIAL INFORMATION. Only documents marked
27 "CONFIDENTIAL" will be subject to this Stipulation and Order. Documents subject to this
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1 Stipulation and Order will be used by non-producing Parties only in this lawsuit, including
2 any appeals. CONFIDENTIAL INFORMATION will not be disseminated or produced
3 except in accordance with this Order.

4 4. Whenever a deposition or court proceeding involves the disclosure of a Party's
5 CONFIDENTIAL INFORMATION, the following procedure will apply:

6 a. The court reporter will be directed to bind those portions of the
7 transcript containing CONFIDENTIAL INFORMATION separately. This request will be
8 made on the record whenever possible.

9 b. The cover of any portion of a deposition or court proceeding transcript
10 that contains testimony or documentary evidence that has been designated CONFIDENTIAL
11 INFORMATION will be prominently marked with the legend: CONFIDENTIAL/SUBJECT
12 TO PROTECTIVE ORDER.

13 c. All portions of deposition transcripts designated as CONFIDENTIAL
14 INFORMATION will be sealed and will not be disseminated except to the persons identified
15 in Paragraphs 7 and 8.

16 d. Any Party may designate any portion of a deposition, not previously
17 designated as CONFIDENTIAL INFORMATION, as CONFIDENTIAL INFORMATION
18 within 60 days of receipt of the transcript of the deposition by the Party by advising all counsel
19 of record of their designation of the specific portions of the deposition as CONFIDENTIAL,
20 which shall then be treated as if designated initially at the deposition from that point forward.

21 5. If counsel for any Party wishes to file CONFIDENTIAL INFORMATION on
22 the public docket or otherwise make it publicly available, counsel shall notify opposing
23 counsel of their intent to file or distribute such material at least three business days before
24 doing so. Upon such notice, counsel for both Parties shall confer in good faith to agree on
25 appropriate redactions, if necessary. Unless otherwise agreed to by the Parties, all pleadings
26 that contain the "CONFIDENTIAL" designation shall only be publicly filed in redacted form.
27 An unredacted version will be filed under seal with the clerk of the court pursuant to the
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1 Federal Rules of Civil Procedure, this Court's Civil Local Rules, General and Special Orders,
2 and any other applicable orders issued by this Court or rules promulgated by this Court,
3 including Local Rules requiring the Parties to seek leave to file under seal by motion. If the
4 Party that made the "CONFIDENTIAL" designation is not the party seeking to file the
5 "CONFIDENTIAL INFORMATION," then the Designating Party shall be responsible for
6 providing its reasoning for wanting the material filed under seal in writing to the Filing Party
7 within such times as reasonable for the Filing Party to move to file under seal in advance or
8 contemporaneously with the filing. The parties shall follow and abide by the Federal Rules of
9 Civil Procedure, this Court's Civil Local Rules, General and Special Orders, and any other
10 applicable orders issued by this Court or rules promulgated by this Court with respect to filing
11 documents under seal.

12 6. Subject to the Federal Rules of Evidence, CONFIDENTIAL INFORMATION
13 may be offered in evidence at trial or any court hearing in this matter, provided that the
14 proponent of the evidence gives reasonable notice to counsel for any Party or other person
15 who designated the information as CONFIDENTIAL. Any Party may move the Court for an
16 order that the evidence be received in camera or under other conditions to prevent unnecessary
17 disclosure. The Court will then determine whether the proffered evidence should continue to
18 be treated as CONFIDENTIAL, and what protection, if any, the information may be afforded
19 at trial.

20 7. Unless otherwise provided in this Order, access to CONFIDENTIAL
21 INFORMATION will be restricted to: the Court and its officers; attorneys in this action and
22 their support staff, including paralegals, legal interns, and legal assistants; the Parties; the
23 Parties' testifying or consulting experts; any person noticed for deposition or designated as a
24 trial witness to the extent reasonably necessary to prepare such person to testify, except as
25 prohibited by paragraph 8; where production is required by the Federal Rules of Civil
26 Procedure; or where production is ordered by the Court. Any person to whom disclosure is
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1 made will be furnished with a copy of this Stipulation and Order and will be subject to the
2 Order.

3 8. CONFIDENTIAL INFORMATION containing the address, identifying
4 information, dependent information, or contact information of current or former CoreCivic
5 employees or contractors will not be disclosed to any current or former inmate/detainee or
6 member of the general public. Access will be restricted to the attorneys in this action, their
7 support staff, and any consulting or testifying experts. Moreover, CONFIDENTIAL
8 INFORMATION containing policies, protocols, practices, and directives specifically relating
9 to security procedures utilized by any CoreCivic employee, government partner, or contractor
10 at a CoreCivic facility will not be disclosed to any current or former inmate/detainee or the
11 general public, unless they are already public records. CoreCivic will produce the information
12 with the label: “CONFIDENTIAL/ATTORNEYS’ EYES ONLY.” CONFIDENTIAL
13 INFORMATION so labeled shall not be disclosed to the public or to any present or former
14 inmate/detainee and will be handled accordingly at all times barring a written agreement by
15 CoreCivic to modify or remove the designation or a court order. The terms of this Stipulation
16 and Order are not to be construed as an agreement by CoreCivic, or its employees, to disclose
17 security-sensitive information related to the operation of any CoreCivic facility. Before any
18 portion of a deposition or court proceeding transcript that has been marked
19 CONFIDENTIAL/SUBJECT TO PROTECTIVE ORDER and/or
20 CONFIDENTIAL/ATTORNEYS’ EYES ONLY and contains testimony or documentary
21 evidence regarding CONFIDENTIAL INFORMATION pertaining to a current or former
22 CoreCivic employee/contractor, including but not limited to the person’s home address,
23 personal phone number, personal email address, names of friends and/or family members, or
24 other similar information, is filed with the Court or provided to any person other than the
25 attorneys in this matter, including the Parties or their experts, all such confidential personal
26 information shall be redacted.

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1 9. If any Party, or that Party's counsel, expert, or agent, is required by law or
2 court order to disclose another Party's CONFIDENTIAL INFORMATION to any person or
3 entity not identified in paragraph 7, the name of that person or entity will be furnished to the
4 Party that designated the information as CONFIDENTIAL as far in advance of disclosure as
5 is reasonably possible (ideally, not less than two weeks), so that the Party may object and seek
6 further protection as necessary. Once an objection has been made, there will be no disclosure
7 until the matter is resolved, unless disclosure is required by law or court order. Any person
8 not listed in Paragraph 7 who is then entitled to receive CONFIDENTIAL INFORMATION
9 must be furnished with a copy of the Stipulation and Order.

10 10. The Parties retain the right to challenge the designation of a particular
11 document as CONFIDENTIAL. If a Party to this Stipulation and Order who has received
12 material marked CONFIDENTIAL in accordance with this Stipulation and Order disagrees
13 with the designation, in full or in part, the Party shall notify the Designating Party in writing,
14 and the Parties will confer in good faith as to the status of the material at issue. If the
15 Receiving Party and the Designating Party are unable to agree upon the status of the material
16 at issue, any Party may raise the issue with the Court for resolution. The burden of proof with
17 respect to the propriety or correctness of the designation of information as CONFIDENTIAL
18 rests with the Designating Party.

19 11. A Party does not waive its right to designate a document as containing
20 CONFIDENTIAL INFORMATION by inadvertently disclosing it without the designation.

21 a. If a Party receives a document or information that the Party knows or
22 has reason to believe may constitute CONFIDENTIAL INFORMATION, but which was not
23 designated as such by the Designating Party, the Receiving Party shall promptly notify the
24 Designating Party so that the Parties may meet and confer as to whether the document should
25 have been designated as CONFIDENTIAL. The Receiving Party shall treat the document or
26 information as if it had been designated as CONFIDENTIAL INFORMATION until the
27 parties have met and conferred and the Designating Party has either designated the document
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1 or information as CONFIDENTIAL and produced a copy of the document or information
2 marked as “CONFIDENTIAL,” at which point all other provisions of this Order will apply,
3 including the Receiving Party’s right to challenge the designation.

4 b. If a Party discovers that it has inadvertently produced
5 CONFIDENTIAL INFORMATION without designating it as such, it shall promptly inform
6 the Receiving Party that the document or information is CONFIDENTIAL and produce a
7 copy of the document or information marked as “CONFIDENTIAL.” Upon receiving such
8 notice, the Receiving Party shall treat the document as if it had been originally designated as
9 CONFIDENTIAL INFORMATION.

10 c. Any time a Party is notified that a document or information was
11 inadvertently produced without being marked as “CONFIDENTIAL,” and the document or
12 information is already part of a filing with the Court, the Filing Party shall either withdraw
13 the document or information or the Parties shall agree to brief the issue for the Court pursuant
14 to applicable law with respect to filing documents under seal.

15 12. Upon completion of this litigation, counsel and their experts shall return, or by
16 agreement of the Parties may provide a Certificate of Destruction, to the Producing Party any
17 CONFIDENTIAL INFORMATION produced in this action. One file copy of all material
18 may be retained by counsel for each Party for malpractice purposes. Legal memoranda and
19 briefs containing protected information, and any work product materials containing protected
20 information may be retained if such documents are kept in the possession of a private litigant’s
21 counsel, and shall not in the future be disclosed contrary to the provisions of this Stipulation
22 and Order. Nothing herein shall restrict CoreCivic’s use of its records for official business or
23 for other purposes consistent with other applicable laws and regulations.

24 13. Nothing in this Stipulation and Order precludes the Parties from seeking and
25 obtaining, on an appropriate showing, additional protection with respect to the confidentiality
26 of documents or other discovery material subject to this Stipulation and Order. Moreover, by
27 agreeing generally in this Stipulation and Order that certain categories will be covered as
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CONFIDENTIAL, the Parties do not waive the right to challenge the discoverability of documents that fall within those categories.

14. Each person designated in Paragraph 7, by receiving a copy of the Stipulation and Order agrees to abide by its provisions and to see that its provisions are known and adhered to by those under his or her supervision or control, and to submit to the jurisdiction of the Court in the event the Stipulation and Order is breached.

15. The Court may modify this Protective Order in the interests of justice or for public policy reasons.

DATED this 3rd day of August, 2022.

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IT IS SO ORDERED:

Clayna J. Zouchah
UNITED STATES MAGISTRATE JUDGE

DATED: August 4, 2022